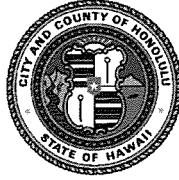


**OFFICE OF THE MAYOR  
CITY AND COUNTY OF HONOLULU**

530 SOUTH KING STREET, ROOM 300 \* HONOLULU, HAWAII 96813  
PHONE: (808) 768-4141 \* FAX: (808) 768-4242 \* INTERNET: [www.honolulu.gov](http://www.honolulu.gov)



PETER B. CARLISLE  
MAY

DOUGLAS S. CHIN  
MANAGING DIRECTOR

CHRYSTN K. A. EADS  
DEPUTY MANAGING DIRECTOR

March 6, 2012

The Honorable Ernest Y. Martin, Chair  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

Subject: Requested Acceptance of Gift Valued in Excess of \$2,500

We respectfully request the acceptance by the Council on behalf of the City and County of Honolulu of a gift to the City valued in excess of \$2,500 under the provisions of Resolution No. 05-349, CD1, FD1. The Mayor's Office has not taken custody of the gift.

The gift valued in the amount of \$25,000 from the Shane Victorino Foundation is to construct a batting cage at Waipio Neighborhood Park's Kanoelani Field. The batting cage will be designed, constructed, and maintained by the Shane Victorino Foundation and the Waipio Little League. The cage will be permitted out for use by the Department of Parks and Recreation in conjunction with the adjacent field.

A presentation was made to the Waipahu Neighborhood Board resulting in a unanimous vote in support of this gift. The Waipio Community Association was also consulted and expressed support. A Resolution and the Declaration of gift are attached.

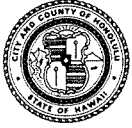
Should you have any questions, please contact Jim Fulton at 768-6928.

Very truly yours,

A handwritten signature in black ink, appearing to read "Douglas S. Chin".

Douglas S. Chin  
Managing Director

RECEIVED  
CITY CLERK  
C & C OF HONOLULU  
2012 MAR - 6 AM 8:03



## RESOLUTION

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RELATING TO THE ACCEPTANCE OF A GIFT TO THE CITY FROM SHANE VICTORINO FOUNDATION FOR THE WAIPIO LITTLE LEAGUE OF KANOELANI FIELD BATTING CAGE

WHEREAS, Section 13-113 of the Revised Charter of the City and County of Honolulu provides for the acceptance of gifts to the City by the Council of the City and County of Honolulu; and

WHEREAS, Resolution No. 05-349, CD1, FD1 establishes a policy of the Council for the solicitation and acceptance of gifts donated to the City executive agencies; and

WHEREAS, the policy provides for acceptance of the gift by affirmative action by the Council; and

WHEREAS, through a letter, the Mayor's Office has submitted a request for acceptance of a gift to the Council in the amount of \$25,000 from the Shane Victorino Foundation to construct a batting cage at Waipio Neighborhood Park's Kanoelani Field,

WHEREAS, the description and valued of the gift is set forth in the Declaration of Gift (Exhibit A), attached hereto and incorporated herein; now therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that this body accept the gift valued in the amount of \$25,000 from the Shane Victorino Foundation that is more fully described in the above-mentioned letter from the Mayor's Office.



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. \_\_\_\_\_

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## RESOLUTION

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BE IT FINALLY RESOLVED that the Clerk is directed to transmit a certified copy of this Resolution to the Mayor's Office, 530 South King Street, Room 306, Honolulu, Hawaii 96813.

INTRODUCED BY:

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DATE OF INTRODUCTION:

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\_\_\_\_\_  
Honolulu, Hawaii

\_\_\_\_\_  
Councilmembers

GIFTS TO THE CITY

Exhibit A

City and County of Honolulu  
Declaration of Gift

Donor Name Shane Victorino Foundation  
Donor Address 10100 West Charleston #110  
Las Vegas, NV 89135  
Donor Telephone No. (702) 214-5581

Statement of Ownership and/or Terms of Conveyance:

The Shane Victorino Foundation is donating \$25,000 towards the construction of a batting cage and related improvements at ~~the~~ Waipio Neighborhood Park's Kanoelani Field. See attached.

Description of Gift and Value:

(Attach documentation to support the value and purpose of the gift, i.e. invoice, receipt, etc.)

\$25,000 donation to construct a batting cage and any related improvements at Waipio Neighborhood Park's Kanoelani Field. See attached.

3/5/12 Kerthy Amemiya KEITH Y. AMEMIYA Board Member,  
Date Donor's Signature Print Donor's Name Donor's Title Shane Victorino  
Foundation

**LETTER OF AGREEMENT**

THIS LETTER OF AGREEMENT is made this 9th day of March, 2011, by and between the Shane Victorino Foundation (the "Donor") and Waipio Little League.

In consideration of this partnership, the parties hereto agree as follows:

- 1) Overview. The Donor recognizes the success of the Waipio Little League's program and is proud to be working together to serve children in the program and the surrounding neighborhood. As the Waipio Neighborhood Park (Kanoelani Field) is a public park, access to the batting cage will not be limited solely to Waipio Little League. However, Waipio Little League will use its best judgment as to determine fair access to third party groups. The Foundation further recognizes the importance of public trust for both parties, therefore, in the unforeseen event that something should occur that tarnishes the name or reputation of either party, all assurance contained herein are void.
- 2) Donation. The Donor hereby agrees to donate \$25,000 to Waipio Little League to be used for the design, construction and ongoing maintenance of a batting cage at Waipio Neighborhood Park; plus any related improvements to the park. Waipio Little League will use its best efforts to complete construction by December 2011. Any minimal remaining funds (10% or less) can be used toward travel or other program-related costs. The Donor reserves the right to recover funds in the case that such funds are (or appear to be) misused.
- 3) Naming opportunity. In honor of the donation, appropriate signage will be created and displayed on the batting cage, acknowledging the Donor. The materials, design and verbiage of the signage must be approved by the Donor.
- 4) Indemnification. Waipio Little League shall indemnify, defend and hold harmless the Donor, together with its directors, officers, managers, partners, members, employees and agents, from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorney's fees, arising directly or indirectly from any act or failure to act by Waipio Little League or, if applicable, any of its officers, employees or agents, which may occur during or which may arise in connection with the performance of this Agreement.
- 5) Amendments. This Agreement may be amended only in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day first written above.

SHANE VICTORINO FOUNDATION

By: Kari Uehara  
 Name: Kari Uehara  
 Title: Executive Director  
 Date: 3/9/11

WAPIO LITTLE LEAGUE

By: Stephen T Masuhara  
 Name: Stephen T Masuhara  
 Title: President  
 Date: March 9, 2011